

Request for Proposal:

VENDING MACHINE SERVICES

Job No. 29-10-PW



**City of Kirkland
Department of Administration and Finance
123 Fifth Avenue
Kirkland, Washington 98033**



CITY OF KIRKLAND REQUEST FOR PROPOSAL

VENDING MACHINE SERVICES JOB NO. 29-10-PW

NOTICE IS HEREBY GIVEN: The City Of Kirkland is soliciting proposals from qualified providers of vending machine services. Sealed proposals must be received in the office of the Purchasing Agent no later than 4:00 pm on November 29, 2010. The awarded contract will be for a period of three years, with an option to renew each year for two additional years. The anticipated contract start date is December 15, 2010.

The complete RFP may be viewed on the City's website at www.ci.kirkland.wa.us. This RFP provides complete information on the services being sought and the submittal requirements. Copies of the RFP may be downloaded directly from this site. Those who wish to automatically receive any addenda or a notice of cancellation should provide contact information by emailing Barry Scott, Purchasing Agent, at bscott@ci.kirkland.wa.us. Those who do not provide contact information are solely responsible for monitoring the City's website for any addenda to the RFP or a notice of cancellation. This Request for Proposals may be canceled at the discretion of the Purchasing Agent.

No Supplier may withdraw his proposal within 45 days after the actual date of the opening.

Small businesses and minority owned businesses are specifically invited to submit proposals.

In the award of contract, priority will be given to Services for the Blind Business Enterprises Program licensees. The City of Kirkland reserves the right to reject any and all proposals, to waive any informality in the RFP process.

Any questions regarding this RFP need to be addressed to Barry Scott by email to bscott@ci.kirkland.wa.us.

Barry L. Scott, C.P.M.
Purchasing Agent

City of Kirkland
REQUEST FOR PROPOSALS
VENDING MACHINE SERVICES
JOB # 29-10-PW

BACKGROUND

City of Kirkland is requesting proposals from suppliers to provide vending machines, vended products and associated services at the following locations:

City Hall, 123 5th Avenue (220 employees plus visitors)

Employee Lounge – Lower Level

Two soft drink machines (one Pepsi products machine & one Coca Cola products machine)

One candy/snack machine

One hot beverage machine

Kitchen – Upper Level

One combination soft drink/snack machine

Kirkland Maintenance Center, 915 8th Street (100 employees in summer, 70 employees in fall, winter, spring)

Employee Lunchroom

One soft drink machine

One candy/snack machine

Kirkland Municipal Court 11515 NE 118th Street (17 employees plus visitors)

Employee Lunchroom

One snack machine

505 Market Street Building (20 employees plus visitors)

Employee Break Area

One soft drink machine

North Kirkland Community Center 12421 103rd Ave NE (10 employees, instructors and visitors)

Upstairs Lobby

One soft drink machine

In addition to the facilities and equipment shown above, it is anticipated that in 2013 the City will be opening a new Public Safety Facility at 11831 120th Ave NE. (The Municipal Court will become part of this facility.) At this time, we have not determined the requirements for vending machines in this facility, but it is anticipated that some vending machine services will be needed.

PROJECT DESCRIPTION

1. Automatic vending machines shall be new and/or of good quality. All vending machines shall be attractive in appearance using the latest designs in the marketplace and shall reasonably match either in color and style. Energy efficient machines are required. Power to the vending machines must fit the present configuration at each location. The Contractor will not be charged for the power consumed by the machines.
2. Vending machines must accept any combination of nickels, dimes and quarters. Vending machines must also accept one dollar bills.
3. Contractor must provide an easy and efficient process for refunding money lost due to equipment malfunctions. (Be mindful that the City has no one employee who can be designated to process refunds.)
4. All machines are to be installed by the contractor at no charge to the City of Kirkland. Vending machines shall remain the property of the Contractor.
5. The Contractor shall at all times, and at its expense, be responsible for all service, maintenance and repair of its vending machines. Machines shall be maintained in good repair and service shall be provided within four (4) hours of verbal notification.
6. Service personnel will be professional and courteous. It is preferred that service personnel wear uniforms provided by the Contractor. At a minimum, service personnel must have Contractor supplied identification badges.
7. Five day a week business service must be provided. Vending machines shall be restocked as needed to assure that there is no shortage of fresh products.
8. The Contractor shall add or replace vending machines at the discretion of the City's Internal Services Manager. Permission to relocate, exchange or remove vending machines must be approved in advance by the Internal Services Manager.
9. Upon request, the Contractor will provide the City with information on its gross income from sales of vended products at City facilities.

PRODUCT QUALITY AND VARIETY

The Contractor will provide high quality, fresh merchandise. All food products will be removed from vending machines before or on the date that their freshness dating expires. All products will be considered past-dated according to the date stamped on the manufacturers' package. A variety of vended goods will be provided in a manner so the employees are offered choices at frequent intervals. The Contractor must provide both Pepsi and Coke products at each location. City shall determine whether Contractor's food is of satisfactory quality and whether sufficient variety is being offered. The City reserves the right to request specific products to be dispensed in vending machines on its premises and shall have the final right of approval on all types of products. Sodas, juices, bottled water and snacks will be the predominant products sold in the vending machines. Tobacco products will not be vended on City of Kirkland's premises.

PRICING FOR VENDED PRODUCTS

In lieu of payment to the City of Kirkland for the sales opportunity and the use of electrical power, the Contractor shall provide a discounted price for vended items. This amount shall be reflected in the proposal submitted. Contractor shall price vended products at the price specified in their proposal. It is recognized that price changes resulting from changes in the Contractor's costs may occur from time to time over the course of the contract. The Contractor shall notify the Internal Services Manager at least one month in advance of any proposed price change. Such price change shall not occur without City's approval and shall require supporting documentation that the Contractor's cost of the affected item has increased.

COOPERATIVE PURCHASING

RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Kirkland may purchase from City of Kirkland contracts, provided that the Supplier agrees to such participation. The City of Kirkland does not accept any responsibility for purchase orders issued by other public agencies.

LIABILITY INSURANCE

Contractor will be required to enter into a standard General Services contract (Sample attached), and provide a Certificate of Insurance naming the City as an additional insured. The Commercial General Liability insurance limit shall not be less than \$1 million combined single limit occurrence and an aggregate of \$1 million.

TERM OF CONTRACT

This agreement will be for a period of three (3) years and will be renewable annually for an *additional* two (2) years. The Internal Services Manager shall make the determination of contract renewal.

The City reserves the right to cancel the General Services Contract upon 30 days written notice to the Contractor.

ADDITIONAL INFORMATION OR SCHEDULING OF SITE VISITS

Questions regarding this RFP and requests to arrange site visits should be addressed to Barry Scott, Purchasing agent by email to bscott@ci.kirkland.wa.us

SUBMITTAL REQUIREMENTS

In addition to any promotional information, each Contractor must submit the following:

1. Pricing for vended items
2. Proposed service schedule
3. Options for providing refunds
4. Pictures or brochures of proposed machines to be installed
5. Completed Supplier's Qualifications form
6. Completed Non-Collusion Affidavit
7. Proposal must be signed by a company officer with the appropriate authority to commit the supplier to the proposal.

SELECTION PROCESS

1. Contractor proposals will be analyzed by the Purchasing Agent and the City's Internal Services Manager.
2. Selected Contractors may be required to meet with City staff to discuss their proposals.
3. The most responsive supplier will be invited to negotiate a contract with the City for services.

SELECTION CRITERIA

1. Responsiveness to the Request for Proposals
2. In accordance with RCW 74-18-220, priority for contract award will be given to Services for the Blind, Business Enterprises Program licensees.
3. Product Pricing
4. Compliance with the product requirements
5. Availability of service
6. Business record & references

SUBMITTAL DATE & ADDRESS

Proposal must be received in the office of the Purchasing Agent no later than ***4:00 PM, Pacific Time on Monday, November 29, 2010.***

Address Proposal to: **City of Kirkland
Attn: Barry Scott – Job #29-10-PW
123 5th Ave
Kirkland, WA 98033**

**STATEMENT OF SUPPLIER'S QUALIFICATIONS
CITY OF KIRKLAND REQUEST FOR PROPOSAL
VENDING MACHINE SERVICES
JOB NO. 29-10-PW**

Each Supplier bidding on work included in these documents shall prepare and submit the following data along with their proposal.

1. Name: _____
2. Business Address: _____
3. Business Phone: _____ Fax: _____
4. How many years have you been engaged in business under the present firm name? _____
5. Describe the general character of work performed by your company: _____

6. Provide at least three references with phone numbers:
 - (1) _____
 - (2) _____
 - (3) _____
 - (4) _____
7. Bank references: _____
8. State of Washington Registration No.: _____
9. Federal IRS Identification No.: _____
10. I certify that other contracts now in progress or hereafter obtained will not interfere with timely performance of the provision of vending services to the City of Kirkland should I be awarded the Contract.

Company: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Non-Collusion Affidavit

VENDING MACHINE SERVICES

JOB NO.: 29-10-PW

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the Owner for consideration in the award of a contract on the improvements described as follows for the City of Kirkland:

Vending Machine Services as specified in RFP #29-10-PW

FIRM NAME

AUTHORIZED SIGNATURE

Sworn to before me, this _____ day of _____, 2010

Notary Public
in and for the State of Washington
Residing at _____
My Commission Expires_____



GENERAL SERVICES CONTRACT - *SAMPLE*

This Agreement is made between the City of Kirkland, Washington (hereinafter the "City") and _____ hereinafter the "Contractor"), whose address is _____

I SERVICES PROVIDED

The Contractor agrees to provide all necessary labor to perform the following services for the City:

Vending Services as required in the Request for Proposal for Job #29-10-PW.

II CONDITIONS/ARRANGEMENTS

- A. Contractor will supply all materials, equipment, and skills necessary to provide the services identified above; except that the City shall provide:

Electrical service for vending machines located at all City of Kirkland facilities.

- B. Additional services/program details:

As provided in _____ proposal dated _____ (See Attachment "A")

- C. The Contractor is responsible for the payment of or procurement of all licenses, fees, taxes, bonds, insurance, and the like, which are or may be required of a self-employed entity performing a similar service.

- D. The services identified under this Contract, and all duties incidental or necessary thereto, shall be conducted and performed diligently and competently and in accordance with professional standards of conduct and performance.

III DURATION

The services of the Contractor shall commence on the ___ day of _____ 2010, and terminate on the ___ day of _____ 2013. Thereafter, the contract may be renewed annually for no more than two additional one year terms.

IV PAYMENT

The compensation received from vending machine sales shall constitute the sole compensation of the Contractor for the services under this Agreement. The Contractor shall notify the City's Internal Services Manager at least one month in advance of any proposed price increase. Price increases will not occur without the City's approval and shall require supporting documentation that the Contractor's cost of the affected item has increased.

V LIABILITY INSURANCE

Contractor will be required to enter into a standard General Services contract, and an insurance certificate naming the City as an additional insured is required. The Commercial General Liability insurance limit shall not be less than \$1 million combined single limit occurrence and an aggregate of \$1 million.

VI INDEPENDENT CONTRACTOR

Contractor is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Contractor agrees that he is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him as a result of his status as an independent contractor. The Contractor is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of Contractor.

VII ASSIGNMENT BY CONTRACTOR

The Contractor shall not assign, transfer, convey, pledge, or otherwise dispose of this contract or any part of this Contract without written prior consent to the City.

VIII DISCRIMINATION

Contractor shall not discriminate on the basis of race, color, religion, age, sex, marital status, national origin, or the presence of any sensory, mental, or physical handicap.

IX TERMINATION OF CONTRACT

This Agreement may be terminated by the City by giving thirty (30) days' written notice, with or without cause, to the Contractor. In the event of termination, all finished or unfinished reports or other material prepared by the Contractor pursuant to this Agreement shall be provided to the City.

X HOLD HARMLESS AND INDEMNIFICATION

The Contractor agrees to indemnify, defend, and save harmless the City, its officers, employees, and agents, from any claim, real or imaginary, filed against the City or its officers, employees and agents, alleging damage or injury arising out of the subject matter of this Agreement; provided, however, that such provision shall not apply to the extent that damage or injury results from the fault of the City or its officers, agents, or employees. "Fault" as herein used shall have the same meaning as set forth in RCW 4.22.015.

XI COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state, and City of Kirkland laws, ordinances, regulations, and codes. Contractor must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XII NOTICES/FORMAL COMMUNICATIONS

Written notices, requests, or grievances to the City shall be made to: Internal Services Manager, Donna Burris, Kirkland City Hall, 123 Fifth Avenue, Kirkland, Washington 98033. Written notices, requests, or grievances to the Contractor shall be made to the address provided by the contractor in this Agreement.

XIII ENTIRE AGREEMENT/MODIFICATION

This Agreement, together with all attachments or addenda, represents the entire and completely integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreement, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

Agreed to and executed this _____ day of _____, 2010.

CONTRACTOR

CITY OF KIRKLAND

(signature)

By: _____

Date: _____

Print Name _____

Address _____

City, Zip _____

Phone(s) _____

SS#/Tax ID# of Payee:

APPROVED AS TO FORM:

Kirkland City Attorney